

Memorandum of Understanding

Chino Valley Independent Fire District



And



**Teamsters,
Local 1932**

Effective: July 1, 2021 through June 30, 2024

Adopted: June 9, 2021

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**Memorandum of Understanding
Between
Chino Valley Independent Fire District
And
Teamsters, Local 1932**

This Memorandum of Understanding is entered into pursuant to applicable provisions of State law and local ordinance between the Chino Valley Independent Fire District (CVIFD), hereinafter referred to as the District, and Teamsters, Local 1932, containing the complete results of negotiations concerning wages, hours and other terms and conditions of employment for employees represented herein. The parties hereto have met and conferred in good faith and exchanged various proposals in an attempt to reach agreement.

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morals, sound and responsible management of District business and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product of valuing people.

The parties encourage the highest possible degree of friendly and cooperative relationships between their respective representatives at all levels and with and between all employees.

Article 1. Recognition

Pursuant to the provisions of local ordinance and applicable State law, the Teamsters, Local 1932 is hereby acknowledged as the recognized employee organization for District employees in the classifications listed in Attachment A, as well as employees in such classifications as may be added to this listing hereafter by the District.

Article 2. District Management Rights

All management rights shall remain vested exclusively with the District except those, which are clearly and expressly limited or explicitly eliminated by this Agreement. It is recognized merely by way of illustration that such management rights include, but are not limited to:

- (A) The right to determine the mission of the District, its advisory boards and commissions and work units.
- (B) The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods, means and personnel required to perform any and all work; and composition, assignment, direction, location, and determination of the size and mission of the workforce.
- (C) The right to determine the work to be performed by the employees, including establishment of levels of service and staffing patterns.
- (D) The right to change or introduce new or improved operations, methods, means, equipment or facilities.

- (E) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards and promote employees; to establish, revise and enforce work rules; to schedule work time; to transfer, reassign or lay off employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective and efficient operations.

Article 3. Employee Rights

The following are employee rights:

- (A) The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations.
- (B) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District. The right to represent themselves individually shall not apply to addressing proposed changes in wages, hours and terms and conditions of employment as said terms are defined in Government Code Sections 3500 et. seq.
- (C) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of an appointing authority, supervisor, other employees or employee organizations as a result of his/her exercise of rights granted in this Article.
- (D) The right of Teamsters, Local 1932, upon its request and prior to implementation, to meet and confer with District Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in cases of emergencies.

Emergencies or emergency conditions are defined as civil emergency conditions that may exist including, but not limited to, riots, civil disorders, earthquakes, floods, greater alarm fires, or other similar declared/recognized catastrophes.

Article 4. Work Disruption

The parties agree that no work disruptions of any kind shall be caused or sanctioned by Teamsters, Local 1932 during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speedup or slowdown in any operation of the District, strike, curtailment of work, disruption or interference with the operations of the District, or any other form of concerted work activity. Teamsters, Local 1932 shall discourage any such work disruptions and shall make positive efforts to return employees to their jobs.

The participation of any employee in a concerted work action against the District shall be grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the District during the term of this Agreement unless conditions herein are violated.

Article 5. Salary and Longevity Pay

Section 1. Salary Increase Dates

The parties jointly agree that the salary schedule identified in Attachment A will be applicable on the dates indicated for the term of this Agreement.

Effective the first pay period that includes July 1, 2021, an across-the-board salary increase of three percent (3%) for each bargaining unit position.

Effective the first pay period that includes July 1, 2022, an across-the board salary increase of two and one-half percent (2.5%) for each bargaining unit position.

Effective the first pay period that includes July 1, 2023, an across-the board salary increase of two and one-half percent (2.5%) for each bargaining unit position.

Section 2. Longevity Pay

Employees covered by this Agreement will receive additional compensation for longevity after the anniversary dates listed below (or the adjusted seniority date if there has been a break in service in accordance with the Personnel Rules and Regulations). Anniversary date is the employee's date of hire with the District. The additional compensation and the anniversary dates are:

Anniversary Date/Years of Service	Additional Increase to Base Pay
10 Years	2.5%
15 Years	2.5%
20 Years	2.5%
25 Years	2.5%

Article 6. Education Pay

Education pay shall be provided at the hourly equivalent of one hundred dollars (\$100) per month (\$0.58 per hour) for unit employees possessing an Associate's degree in a job related field as determined by the Fire Chief or designee, when the position does not require an Associate's degree as part of the minimum qualifications.

Education pay shall be provided at the hourly equivalent of two hundred dollars (\$200) per month (\$1.15 per hour) for unit employees possessing a Bachelor's degree in a job related field, as determined by the Fire Chief or designee, when the position does not require a Bachelor's degree as part of the minimum qualifications.

Education pay will be provided up to a maximum of the hourly equivalent of two hundred dollars (\$200) per month (\$1.15 per hour).

If an employee believes he/she is eligible to receive special pay, the employee must immediately file a written request for the special pay. If approved, the employee shall only be eligible to receive special pay for the eligible time after the Fire Chief's or designee's approval.

To the extent permitted by law, the compensation in this section will be reported to CalPERS as special compensation.

Article 7. Notary Pay

Effective January 1, 2014, one (1) employee in the unit will receive twenty-five dollars (\$25) per month for providing notary services for District-related needs. At the beginning of each fiscal year, the Fire Chief or designee shall designate the unit employee to receive this specialty pay.

To the extent permitted by law, the compensation in this section will be reported to CalPERS as special compensation.

Article 8. Overtime

(A) Policy - It is the policy of the District to discourage overtime, except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Fire Chief or designee to arrange for the accomplishment of workload within the normal tour of duty of employees. The District has the right to require overtime to be worked as necessary.

(B) Employees in this unit whose positions are not exempt from the overtime provisions of the Fair Labor Standards Act shall be subject to the following overtime conditions:

(1) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours in the “work week” as defined in subsection (C). For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of fifteen (15) minutes and is non- accumulative (may not carry over from day to day) and non-payable when less than one-half of a fifteen (15) minute increment is worked. Overtime shall not affect leave accruals.

(2) Overtime Compensation - Any employee authorized by the Fire Chief or designee to work overtime shall be compensated at premium rates, i.e., one and one-half (1½) times the employee's regular rate of pay pursuant to Article 5 and applicable Education Pay pursuant to Article 6. In lieu of cash payment and upon mutual agreement of the Fire Chief or designee and employee, the employee may accrue compensating time off at premium hours (one and one-half times the overtime hours actually worked).

Cash payment at the employee's rate of pay pursuant to Article 5 and applicable Education Pay pursuant to Article 6 shall automatically be paid under any of the following conditions:

- compensating time accumulated in excess of eighty (80) hours;
- immediately prior to said employee being promoted.

Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

- (3) Variable Work Schedule - The Fire Chief or designee shall have the right, with consideration given to the employee's request for a specific time period off, to direct an employee to take such time off as is necessary to insure that an employee's actual time worked does not exceed forty (40) hours within any given "work week" as defined in subdivision (C).
- (C) Work Week - The "work week" for purposes of overtime established for employees in this unit is based on the assigned work schedule as follows:
- 5/8 and 4/10 work schedule: commences at 12:00 a.m. Saturday and ends at 11:59 p.m. the following Friday of each week.
 - 9/80 work schedule: commences at the beginning of the fifth work hour of either Monday or Friday (depending upon the assigned schedule), and ends at the conclusion of the fourth hour on the same day the following week.
- (D) Reporting of Hours – Employees shall be responsible for the accurate reporting of all time worked for the District, including any time worked outside the employee's normal working hours. Such working time can include sending or reviewing emails, engaging in telephone conversations, or preparing documents, regarding District business associated with the employee's job duties. Employees shall report all time worked outside the employee's normal work hours to his/her supervisor at the start of the employee's next regularly scheduled work day. Employees who do not receive pre-authorization from his or her supervisor prior to working outside the Employee's normal work hours may be cause for discipline in accordance with District Personnel Rules.

Article 9. Flexible Work Schedule

The District has implemented a 5/80, 9/80 or 4/10 work schedule as determined by the Fire Chief or designee. The Fire Chief or designee shall have authority to permit an alternate work schedule for any employee or employees in this unit, solely subject to the exercise of discretion by the Fire Chief or designee. Reversion of any such employees to the 5/80, 9/80 or 4/10 schedule shall likewise be at the sole discretion of the Fire Chief or designee. No exercise of such discretion shall be subject to the grievance procedure or any other administrative or civil review processes.

Employees shall accrue holiday hours at a rate consistent with their assigned schedule. The exception will be for New Year's Eve, in which case employees will accrue four-and-one-half (4.5) or five (5) hours of holiday leave based on their assigned schedule.

Article 10. Standby

Employees in regular positions who are released from active duty, but are required

by the District to meet the following restrictions, shall be assigned to standby duty:

- (A) be ready to respond immediately;
- (B) be reachable by telephone or other communicating devices;
- (C) be able to report to active duty within one (1) hour of being ordered to report; and
- (D) refrain from activities which might impair his or her ability to perform assigned duties.

Assignment of standby duty and approval of compensation shall be made by the Fire Chief or designee based on service needs. Each employee specifically designated by management as being in a standby status shall be compensated at the rate of \$31 for each day in such assigned status. The District shall not pay more than \$31 for any twenty-four-hour period. Said compensation is exclusive of any hours worked under the provisions of Article 11, Call Back. Standby hours under this Article shall not be deemed hours worked for the purpose of qualifying for overtime.

Article 11. Call Back

When an employee in a regular position returns to active duty at his or her work station and at the request of the Fire Chief or designee after said employee has been released from active duty and has left the work station, said employee shall be entitled to Call Back compensation.

Special tours of duty scheduled in advance or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not considered Call Back hours for the purpose of this Article. An employee need not be assigned to standby duty to be entitled to receive Call Back compensation.

Call Back compensation shall be paid in the following manner: All time actually worked during a call back shall be considered as time actually worked for purposes of Article 8, Overtime.

The employee shall be paid for a minimum of two (2) hours worked, provided that there is no overlap of less than two (2) hours between each call back. Said minimum shall be in lieu of any travel time and expense to and from home and the first or last work contact point. Travel to and from the work site is not compensable time.

Article 12. Benefit Plan

All employees in regular positions shall be eligible to participate in the Benefit Plan described in this Article.

Eligible employees must receive a minimum of over half of their scheduled hours per pay period to be eligible to receive the benefits of this Article.

Employees who are on an approved medical leave of absence without pay will continue to receive the monetary benefits of this Article for a period of six (6) pay periods. Employees who are on a leave of absence without pay, other than medical leave, shall not be eligible to receive the benefits of this Article.

Section 1. CalPERS Health

In accordance with its contract with CalPERS, the District will contribute the minimum amount required pursuant to Government Code Section 22892 (b) for Unit employees enrolled in a CalPERS health plan.

Section 2. Cafeteria Benefit

- (A) The District shall provide an amount as stated below per month, for each employee to offset the actual cost of health, vision and dental insurance. This amount represents the total monthly contribution inclusive of any contribution pursuant to Section 1. Effective the first pay period that includes July 1, 2021, the District's contribution shall be increased by fifty dollars (\$50) per month for a total contribution of \$1,465 per month. Effective the first pay period that includes July 1, 2022, the District's contribution shall be increased by fifty dollars (\$50) per month for a total contribution of \$1,515 per month. Effective the first pay period that includes July 1, 2023, the District's contribution shall be increased by fifty dollars (\$50) per month for a total contribution of \$1,565 per month. If during the term of this contract, an increase to this monthly benefit is extended to the Chino Valley Professional Firefighters (CVPF) Safety Unit and/or the District unrepresented management group, the District agrees to increase this benefit for Teamsters Unit members by the same amount to maintain equity with either group, whichever is higher. There is no provision for retroactivity, however, and said increase will take effect at the same time the Board of Directors authorizes an increase for CVPF, and/or unrepresented management.
- (B) Under this benefit, the District will make available the existing health, vision and dental insurance programs currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. All employees must enroll in one of the health programs offered by the District. Employees may still opt out of coverage if they provide proof of other group health coverage, but shall not be eligible to receive cafeteria plan funds in the form of cash.
- (C) Selections or changes must be made during the Open Enrollment period and will remain in effect during the year, unless there is a qualifying event that permits the employee to alter his /her selection.
- Initial selections by persons hired during the Plan year must remain in effect during the Plan year, unless there is a qualifying event that permits the employee to alter his/ her selection.
- (D) The District shall make available an IRS code section 125 plan for qualified medical and dependent care expenses.
- (E) The parties agree to meet as needed to consider potential alternate comprehensive vision and dental coverage options.
- (F) The District may reopen negotiations at any time during the term of the MOU on the issue of health care or cafeteria plan benefits in order to reduce or eliminate penalties under state or federal healthcare law.

Article 13. Retirement Benefits

The District has amended its contract with CalPERS to provide for Government Code Section 21354.4, 2.5% @ 55 benefits for all covered classifications (with the exception of Deputy Fire Marshal and Fire Inspector). The classifications of Deputy Fire Marshal and Fire Inspector fall within the CalPERS Safety Plan which provides for Section 21363.1, 3% @ 55 benefits effective July 1, 2002.

(A) Retirement Formula

Non-safety unit members who are defined as “classic members” by the Public Employees’ Pension Reform Act of 2013 (PEPRA) are covered by the 2.5% @ 55 retirement formula (per Resolution 2007-04 – effective February 14, provided for by the Public Employees Retirement Law (PERL) at Government Code Section 21354.4. Safety unit members who are defined as “classic members” by the Public Employees’ Pension Reform Act of 2013 (PEPRA) are covered by the 3% @ 55 retirement formula (per Resolution 2002-04 – effective July 1, 2002) provided for by the Public Employees Retirement Law (PERL) at Government Code Section 21363.1. This applies to any member hired on or before December 31, 2012 as well as any member who is not defined as a “new member” under the PEPRA.

Non-safety unit members hired on or after January 1, 2013 who are defined as “new members” under the PEPRA, are covered by the 2%@ 62 retirement formula provided for at Government Code section 7522.20(a).

Safety unit members hired on or after January 1, 2013 who are defined as “new members” under the PEPRA, are covered by the 2.7%@ 57 retirement formula provided for at Government Code section 7522.25(d).

(B) Employee Contributions to the Retirement System

- 1) “Classic Member” Employees Subject to the 3%@55 and 2.5% @ 55 retirement formulas.

Pursuant to the CalPERS contract amendment, safety and miscellaneous classic employees shall pay three percent (3.0%) of the employer contribution towards their retirement benefit as employer cost sharing in accordance with Government Code section 20516.

If, at any time in the future, Teamsters, Local 1932 informs the District that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) the employees’ base salary would be reduced by twelve percent (12%) for safety classic employees and eleven percent (11%) for miscellaneous classic employees.

It is agreed that this cost-sharing of the employer CalPERS contribution is a key component of this Agreement. This cost-sharing will maintain the integrity of the EPMC on a pre-tax basis. Part of the contract amendment process required by CalPERS is that all affected employees must cast a vote for the CalPERS contract amendment. As the cost-sharing will be accomplished in two (2) separate increments, this vote will have to be taken two (2) times during the term of this Agreement. Should the employees at any point during the term of this Agreement, not vote for this the PERS cost-sharing contract amendment, any salary increases and/or medical

increases due subsequent to the vote will not be implemented as salary and benefit increases were authorized based on the employee cost-sharing of PERS contributions outlined above.

2) Employees Subject to the 2.7%@57 Retirement Formula and the 2%@62 Retirement Formula in Accordance with PEPR.A.

Effective January 1, 2013, these employees shall pay the statutorily mandated employee contribution rate of one half of the total normal cost.

(C) Optional Benefits

Unit safety members receive the following optional benefits:

- 1) For "Classic Members" of CalPERS, final compensation determined by Highest Single Year of Service (Government Code Section 20042). For "new members" as defined by the PEPR.A, final compensation based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee per Government Code 7522.32(a)
- 2) For "Classic Members" of CalPERS, Employer-Paid Member Contributions and reporting same as "special compensation" on a pre-tax basis (Government Code Section 20636(c) and pursuant to Section 20691). This benefit is not provided to "new members" as defined by the PEPR.A.
- 3) Post-Retirement Survivor Allowance (Government Code Sections 21624/26)
- 4) Post-Retirement Survivor Allowance (PRSA) Continues After Remarriage (Government Code Section 21635), effective date 01/01/2000.
- 5) Fourth Level of 1959 Survivor's Benefit (Government Code Section 21574) effective 1/20/07. The District agrees to pay the employee's premium for 1959 Survivor's Benefit.
- 6) Military Service Credit as Public Service (Government Code Section 21024). Any and all associated costs are borne by the Member electing to purchase the service credit, effective date 3/27/1976.
- 7) Pre-Retirement Death Benefits to continue after Remarriage of Survivor (Government Code Section 21551), effective date 01/01/2000.
- 8) Cost of Living Allowance (COLA) 2% (Government Code Section 21329), effective date 04/01/1971.
- 9) Retired Death Benefit (Government Code Section 21623.5 -- \$5,000 Death Benefit), effective date 3/12/09.
- 10) Prior Service Credit (Government Code Section 20055), effective date 12/01/1964.

- 11) Pre-Retirement Option 2W Death Benefit (Government Code Section 21548), effective date 7/1/05.
- 12) Military Service Credit for Retired Persons (Government Code Section 21027) effective date 7/1/05.
- 13) Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5) effective 7/1/05.
- 14) Public Service Credit for Periods of Layoff (Government Code Section 21022) effective date 7/1/05.
- 15) Unused Sick Leave Credit – Local Member (Government Code Section 20965) effective 7/1/05.

(D) Optional Benefits

Unit non-safety members receive the following optional benefits:

- 1) For “Classic Members” of CalPERS, final compensation determined by Highest Single Year of Service (Government Code Section 20042). For “new members” as defined by the PEPRA, final compensation based upon the highest annual average compensation earnable during the thirty-six (36) consecutive months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee per Government Code 7522.32(a)
- 2) For “Classic Members” of CalPERS, Employer-Paid Member Contributions and reporting same as “special compensation” on a pre-tax basis (Government Code Section 20636(c) and pursuant to Section 20691). This benefit is not provided to “new members” as defined by the PEPRA.
- 3) Fourth Level of 1959 Survivor’s Benefit (Government Code Section 21574) effective 8/30/98. The District agrees to pay the employee's premium for 1959 Survivor’s Benefit.
- 4) Military Service Credit as Public Service (Government Code Section 21024). Any and all associated costs are borne by the Member electing to purchase the service credit, effective date 3/27/1976.
- 5) Pre-Retirement Death Benefits to continue after Remarriage of Survivor (Government Code Section 21551), effective date 01/01/2000.
- 6) Cost of Living Allowance (COLA) 2% (Government Code Section 21329), effective date 04/01/1971.
- 7) Retired Death Benefit (Government Code Section 21623.5 -- \$5,000 Death Benefit), effective date 3/12/09.
- 8) Prior Service Credit (Government Code Section 20055), effective date 12/01/1964.

- 9) Pre-Retirement Option 2W Death Benefit (Government Code Section 21548), effective date 7/1/05.
- 10) Military Service Credit for Retired Persons (Government Code Section 21027) effective date 7/1/05.
- 11) Public Service Credit for peace Corps, AmeriCorps VISTA, or AmeriCorps Service (Government Code Section 21023.5).
- 12) Public Service Credit for Periods of Layoff (Government Code Section 21022) effective date 7/1/05.
- 13) Unused Sick Leave Credit – Local Member (Government Code Section 20965) effective 7/1/05.

(E) Defined Contribution Plans

1) Voluntary 457 Plan

Employees are eligible to maintain an individual Internal Revenue Code 457 defined contribution plan to which employees may contribute for additional retirement savings. Employee contributions may be made on a pre-tax basis up to IRS limits. The District does not contribute to any 457 plan.

2) Mandatory 401(a) Plan

The District will provide an individual 401(a) defined contribution plan for each bargaining unit member. The 401(a) plan permits employer-only contributions. Benefits, distributions, offerings, investment management, and similar conditions of the 401(a) plan are subject to terms agreed upon between the District and the plan service provider consistent with the Internal Revenue Code.

Effective the first pay period that includes July 1, 2021, the District's contribution to each unit member's 401(a) Plan shall be four-hundred and fifty dollars (\$450) per month. Effective the first pay period that includes July 1, 2022, the District's contribution to each unit member's 401(a) Plan shall be five-hundred dollars (\$500) per month. Effective the first pay period that includes July 1, 2023, the District's contribution to each unit member's 401(a) Plan shall be five-hundred and fifty dollars (\$550) per month.

Article 14. Retiree Health Insurance

Section 1. Eligibility

Employees who retire are eligible to continue their then current health, dental and vision insurance at group rates.

Section 2. Retiree CalPERS Health

In accordance with its contract with CalPERS, the District will contribute the minimum amount required pursuant to Government Code Section 22892 (c) for qualifying retirees enrolled in a CalPERS health plan.

Section 3. Retirees Post-Retirement Compensation

The District has established a Post-Employment Health Plan (PEHP) that includes a Section 105 Plan and a Section 106 Plan effective April 26, 2012. The plan will be administered by Nationwide Retirement Solutions unless and until Nationwide is no longer able to do so, or the parties mutually agree to another provider. The Plan is in compliance with Internal Revenue Code requirements. Participation in this plan is mandatory for all unit members retiring on or after April 26, 2012, qualifying dependents/survivors covered by this MOU section.

Changes to this Plan are subject to the meet and confer process, and to changing legal requirements.

In addition to any other compensation provided pursuant to this MOU or provided through CalPERS, the District shall pay retired employees hired prior to the date the PEHP is established a monthly lifetime benefit based upon the completion of total continuous years of District service as follows:

- | | | |
|------------|--------------|-----------------|
| (A) | 5 to 9 years | \$250 per month |
| (B) | 10+ years | \$500 per month |

This monthly benefit represents the total monthly contribution inclusive of any contribution pursuant to Section 2 of this Article.

Unit members retiring on or after April 26, 2012 will receive this monthly benefit as follows:

- The difference between \$250/\$500 (based on years of service) and the amount of the District's direct contribution identified in Section 5 of this Article will be contributed to the individual's Section 105 Plan account.
- Those not enrolled in a CalPERS health plan will receive the amount identified in Section 2 of this Article in the form of a contribution to the individual's Section 106 account providing this amount will not exceed \$250/\$500 (based on years of service).

For the purposes of this section, a retiree is an employee who has retired from active employment with the District on or after September 1, 2003, after a minimum of 5 years continuous service, and is receiving a retirement allowance from CalPERS.

In the event of the death of the retiree, the District shall continue making monthly benefit payments to the surviving spouse. The surviving spouse must be eligible for the CalPERS Health Program to receive the benefit. The benefit will no longer be paid by the District if the surviving spouse remarries.

In the event of the death of the retiree, and the retiree's spouse is not living or not eligible for the CalPERS Health Program, the District shall continue making monthly benefit payments to surviving dependent children. Dependent children are defined by CalPERS and must be eligible for the CalPERS Health Program.

This Section is not applicable to unit members hired after the date the PEHP was established which was effective April 26, 2012.

Article 15. Medicare

Employees must enroll in Medicare at the age of 65. The District will not be responsible in any way, financial or otherwise, for an employee's failure to do so.

Article 16. Life Insurance

The District will pay for and provide a monthly on/off duty life and accidental death and dismemberment insurance premium providing \$250,000 base life insurance and \$100,000 accidental death and dismemberment insurance for each employee in this Unit.

Article 17. Disability Insurance

Section 1. State Disability Insurance

The District agrees to pay the premium for State Disability Insurance for each employee. All claims shall be filed directly with the State Employment Development Department by individual employees.

Section 2. Long Term Disability Insurance

The District agrees to select and pay for a mandatory long-term disability insurance program for members of the unit with 60% pay and a 30-day waiting period.

Article 18. Leave Provisions

Section 1. Sick Leave

(A) Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee.

Earned sick leave may be used for: 1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's immediate family members; or

2. For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. Immediate family is defined as a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis without regard to age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or the person who stood in loco parentis when the employee was a minor child; grandparent; grandchild; or sibling.

In addition, a maximum of forty (40) hours earned sick leave may be used per occurrence for bereavement due to the death of a person in the immediate family or any relative living with the employee.

(B) Accumulation - Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per

year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided, however, that an employee must have completed the pay period in which the sick leave was earned. The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees may not accrue additional time while on unpaid leave.

(C) Compensation - Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

(D) Administration

(1) Investigation - It shall be the responsibility and duty of the Fire Chief or designee to investigate each request for sick leave with pay where the application is determined to be proper and fitting.

Notice of Sickness - The Fire Chief or designee must be notified as soon as practical or prior to the start of the employee's scheduled tour of duty of a sickness on the first day and any subsequent day of absence due to any illness or injury, including occupational illness or injury.

Any person designated by the employee to call on behalf of the employee must meet the same time requirements to assure the employee's notification obligations have been met.

(2) Review - The Fire Chief or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support a claim for sick leave pay.

(3) Proof - The District may require that an employee provide a physician's certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee.

(4) Improper Use - Evidence substantiating an abuse of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation or violation of the rules defined herein, will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action, including termination.

(E) Workers' Compensation - Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(F) **Sick Leave Conversion -- Annual:** Employees may elect to receive compensation for accrued sick leave after completing ten (10) years of continuous service from date of hire in a regular position subject to the provisions below. The compensation may be taken in cash and/or directed to a

District 457(b) Plan subject to statutory limitations, and will be calculated at the employee's current base rate pursuant to Article 5 and applicable

Education Pay the employee is then receiving pursuant to Article 6 (referred to as "regular rate of pay").

- (1) Unit employees who have at least ten (10) years, but less than fifteen (15) years of service, will receive seventy-five percent (75%) of the employee's current regular rate of pay for the number of hours requested during the declaration periods. Unit employees who have
 - (2) fifteen (15) or more years of continuous service from date of hire in a regular position will receive one hundred percent (100%) of the employee's current regular rate of pay for the number of hours requested during the declaration periods.
 - (3) Unit employees must have a minimum of one hundred and seventy-five (175) sick leave hours remaining in their leave accrual bank after the election is made and subsequently deducted.
 - (4) Each year unit employees will have opportunity to make an irrevocable election of the number of sick leave hours they intend to cash-out and/or direct to a District 457 (b) Plan account in the following calendar year. The irrevocable election period will be between December 1 and December 15 for the number of hours to be cashed-out and/or deferred to a 457 (b) Plan account for the following calendar year. Employees not making an election during this timeframe will not have the option to cash-out sick leave hours the following calendar year. Further, unit employees will have the opportunity to make a second declaration annually for deferral of sick leave hours into a District 457 (b) Plan. This declaration must be made between June 1 and June 15. Employees not making an election during these timeframes will not have the option to cash-out or defer sick leave that calendar year.
 - (5) The number of sick leave hours declared between December 1 and December 15 will automatically be cashed-out and/or directed to a District 457 (b) Plan account in the fifth (5th) pay period of the following calendar year. The number of sick leave hours declared between June 1 and June 15 will automatically be directed to a District 457 (b) Plan in the fifteenth (15th) pay period of the calendar year.
- (G) Sick Leave Conversion -- Separation:** Unit employees who are employed in regular positions and separating from the District shall receive compensation for unused sick leave accruals subject to the provisions below. For employees separating from the District but not immediately retiring, this compensation can be taken in cash or directed to a District 457(b) Plan in keeping with statutory limitations. An election to direct any amount to a 457(b) Plan must be made prior to the time the employee is entitled to take the compensation in cash. For employees retiring from the District on or after implementation of the PEHP, one hundred percent (100%) of qualifying compensation as outlined below will be directed to the PEHP Section 106 plan:

- (1) Unit employees who have at least ten (10) years, but less than fifteen (15) years of continuous service from date of hire in a regular position and upon the service retirement, death, or separation, the employee will receive seventy-five percent (75%) of the accumulated unused sick leave at their current regular rate of pay.
- (2) Unit employees who have fifteen (15) or more years of continuous service from date of hire in a regular position and upon the service retirement, death, or separation, the employee will receive one hundred percent (100%) of the accumulated unused sick leave at their current regular rate of pay.
- (3) Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) of accrued sick leave computed at their then regular rate of pay deposited in the PEHP 106 Plan, if they elect an early retirement in lieu of exhausting accrued sick leave balances.

Section 2. Vacation Leave

- (A) Definition - Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Fire Chief or designee.
- (B) Accumulation - Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed thirteen (13) pay periods or its equivalent of continuous service from the employee's benefit date.

<u>Length of Service from Benefit Date</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
1 through 26 pay periods	80 hours	80 hours
27 through 52 pay periods	88 hours	168 hours
53 through 78 pay periods	96 hours	184 hours
79 through 104 pay periods	104 hours	200 hours
105 through 156 pay periods	120 hours	232 hours
157 through 182 pay periods	128 hours	248 hours
183 through 208 pay periods	136 hours	264 hours
209 through 234 pay periods	144 hours	280 hours
235 through 494 pay periods	160 hours	320 hours
Over 494 pay periods	168 hours	336 hours

(C) Administration

- (1) Vacation periods shall be taken annually with the approval of the Fire Chief or designee at such time as will not impair the work schedule or efficiency of the

District but with consideration given to the well-being of the employee. It shall be the responsibility of each employee to monitor vacation accruals and advise his/her immediate supervisor when accruals are within fifteen (15) hours of the maximum allowed. It shall be the supervisor's responsibility to arrange scheduled time off to avoid the loss of accruals. No employee shall lose earned vacation time due to work urgency. If vacation time cannot be granted in order to avoid the loss of accruals, the Fire Chief or designee will approve a waiver of the maximum allowed unused balances for a period not to exceed thirteen (13) pay periods. Sick Leave, including Workers' Compensation, does not constitute work urgency.

- (2) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.
 - (3) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
 - (4) Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at their base rate of pay (pursuant to Article 5) and shall not be carried on the payroll. Retiring employees shall be compensated at their base rate of pay in a lump sum payment for accrued vacation leave to the PEHP Section 106 Plan. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued vacation leave that they were entitled to use as of the date of termination.
- (D) Vacation Leave Cash-Out - Employees may elect to receive compensation for accrued vacation leave at the employee's current base rate pursuant to Article 5. The compensation may be taken in cash and/or directed to a District 457 (b) Plan subject to statutory limitations, and subject to the provisions below:
- (1) Unit employees must have a minimum of forty (40) hours remaining in their leave accrual bank after the election is made and subsequently deducted.
 - (2) Each year unit employees will have opportunity to make an irrevocable election of the number of vacation leave hours they intend to cash-out and/or direct to a District 457 (b) Plan account in the following calendar year. The irrevocable election will be between December 1 and December 15 for the number of hours to be cashed-out and/or deferred to a 457 (b) Plan account for the following calendar year. Employees not making an election during this timeframe will not have the option to cash-out vacation leave hours the following calendar year. Further, unit employees will have the opportunity to make a second irrevocable election annually for deferral of vacation leave hours into a District 457 (b) Plan. This declaration must be made between June 1 and June 15. Employees not making an election during these timeframes will not have the option to cash-out or defer vacation leave that calendar year.
 - (3) The number of vacation leave hours declared between December 1 and December 15 will automatically be cashed-out and/or directed to a District

457 (b) Plan account in the fifth (5th) pay period of the following calendar year. The number of vacation leave hours declared between June 1 and June 15 will automatically be directed to a District 457 (b) Plan in the fifteenth (15th) pay period of the calendar year.

Section 3. Holiday Leave

(A) Fixed Holiday - All employees in regular positions shall be entitled to the following fixed holidays:

- | | |
|--------------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King Day | Day after Thanksgiving |
| Third Monday in February | Day before Christmas |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Eve Day |
| Labor Day | Two Floating Holidays |
| Veteran's Day | |

- (B)** Employees must actually work a full shift the last scheduled workday before and the first scheduled workday after a fixed holiday to receive holiday pay, unless the employee is on approved leave.
- (C)** When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (D)** When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday; however, when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on Sunday, the following Monday will be observed as the fixed holiday; however, when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
- (E)** Whenever the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue holiday hours at a rate consistent with their assigned work schedule.
- (F)** Holiday time accrued shall be available for use on the first day following the pay period in which it is accrued with the approval of the Fire Chief or designee. The Fire Chief or designee has the right to schedule employee's time-off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee.
- (G)** The minimum charge against accumulated holiday leave shall be fifteen (15) minutes. Holiday leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.
- (H)** Any holiday time accrued in excess of sixty-four (64) hours shall be lost if the employee does not take such accrued holiday time off within thirteen (13) pay periods, provided no employee shall lose accrued holiday leave time because of work urgency. If an employee has reached the maximum allowed and is unable to take time off due to work urgency, the Fire Chief or designee will approve a waiver of maximum accruals for a period not to exceed thirteen (13) pay periods per fiscal year. Upon retirement or termination, employees shall be compensated for any unused accrued holiday time up to a maximum of

sixty- four (64) hours at the then current rate equivalency, unless the employee's position was abolished as a result of a layoff.

- (I) The Floating Holidays shall be taken annually with the approval of the Fire Chief or designee at such time as will not impair the work schedule or efficiency of the District, but with consideration given to the well-being of the employee.

Section 4. Military Leave

Military leave will be administered in accordance with applicable State and Federal Law.

Section 5. Compulsory Leave

If in the opinion of the Fire Chief or designee an employee could be incapacitated for work for physical or psychological reasons, an examination may be required by a physician or other competent authority designated or approved by the Fire Chief or designee. Medical and psychological results shall be released to, and retained by, the District. If the examination report states the employee is in an unfit condition to perform the duties required of the position, the Fire Chief or designee shall notify the employee of his/her intent to engage in the interactive process to discuss reasonable accommodations, which may include but are not limited to take sufficient leave of absence with or without pay, to transfer the employee to another position without reduction in compensation, and to follow an appropriately prescribed treatment regimen until medically qualified to return to unrestricted duty.

Section 6. Special Leaves of Absence Without Pay

A special leave of absence without pay may be granted to an employee who is:

- Medically incapacitated to perform the duties of the position.
- Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
- For any reason considered appropriate by the Fire Chief or designee.

Such request must be in writing and requires the approval of the Fire Chief or designee who may grant successive leaves of absence for up to a total of one year. If the special leave of absence request is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. If leaves of absence without pay may be given to a regular employee with or without right to return to classification. At the expiration of leaves without right to return, the employees must contact the District to have his/her name referred for a ninety (90) calendar day period to all job openings in their classification in the District for reemployment without examination, such time to run concurrently with the ninety (90) calendar day period provided in Article 29, Re-employment, herein. The employee must be appointed to a position within this ninety (90) day period or be terminated, so long as the District engaged in the interactive process.

Leaves of absence with the right to return may only be granted to employees who have obtained regular status.

Section 7. Jury Duty Leave

Employees in regular positions who are ordered to serve Jury Duty, including

mandatory Grand Jury Duty, shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering for Grand Jury Duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury.

Section 8. Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency or commission legally empowered to subpoena witnesses. This benefit shall apply only when the subpoena has arisen due to the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's applicable hourly rate.

Section 9. Bereavement Leave

In the event of death in the unit employee's immediate family or any relative living with the employee, the employee will be granted three working days of paid leave. Such bereavement leave shall not be charged against the unit employee's sick leave or annual leave time. Immediate family is defined in Section 1, Sick Leave (A). An employee requesting bereavement leave shall notify his/her supervisor as soon as possible of the need to take leave and submit the District's Bereavement Leave Request form for approval. Approved bereavement leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's applicable rate of pay.

Section 10. Examination Time

Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking District promotional examinations. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time shall not be charged against any accumulated leave balances and shall be compensated at the employee's applicable hourly rate.

Section 11. Blood Donations

Employees in regular positions who donate blood without receiving compensation for such donation may have up to two (2) hours off with pay with prior approval of the Fire Chief or designee to make such donation. This benefit shall not be charged to accumulated leave. Any time in excess of two (2) hours must be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Fire Chief or designee to receive this benefit.

Section 12. Benefit Date

For the purpose of step advancements, annual leave accrual and sick leave accrual, the benefit date is the first day of the pay period in which the employee's date of hire falls; however, the benefit date of an employee who is absent without approved leave may be adjusted accordingly.

Section 13. Family and Medical Leave Act of 1993/California Family Rights Act

Family and medical leave will be administered in accordance with applicable State and Federal Laws as outlined in District Personnel Rules. Employees are required to exhaust all applicable vacation leave and sick leave before taking unpaid leave.

Section 14. Catastrophic Leave Program

The District agrees to permit unit employees, on approval of the Fire Chief or designee, to contribute a portion of their accrued leave to another employee when such employee is on an approved leave of absence due to their own or a spouse/registered domestic partner's or a dependent child's (biological, adopted, foster, stepchild, or legal ward) living with the employee who has a verifiable illness or injury caused by either physical or mental impairment or other unforeseen catastrophic event. Such illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. This program will be administered in accordance with Resolution No. 2003-18, or as subsequently amended.

Article 19. Uniform Allowance/Clothing Reimbursement

Section 1. Uniform Allowance

The District shall provide each uniformed employee (Deputy Fire Marshall, Fire Inspector, and Public Information Officer) with an initial Class A uniform upon hire and a uniform allowance to cover the costs of up to five (5) Class B uniforms provided every third fiscal year, with each Class B uniform consisting of fire-resistant pants and a shirt, one of which may be a long sleeve shirt at the expense of the District. Additional long-sleeve shirts may be ordered in place of short-sleeve shirts at the expense of the employee. The amount of the provided uniform allowance shall be sufficient to cover the purchase of up to five Class B uniforms provided every third fiscal year based on the following amounts:

- **Short sleeve shirt and pants – \$181.50**
- **Long sleeve shirt and pants - \$198.50**

Uniforms are traditionally replaced at the beginning of a calendar year or mid-fiscal year of a designated uniform replacement cycle. This MOU period will identify uniform replacement in the 2021/2022 fiscal budget as the beginning of the three-year cycle.

Newly hired employees shall receive uniform allowances to cover the purchase of new Class B uniforms on a pro-rata basis that is based on the time of hire in relation to the designated uniform replacement cycle.

Newly hired employees that are hired during the year of the designated uniform replacement cycle shall receive uniform allowances to cover the purchase of five Class B (5) uniforms.

Newly hired employees that are hired during the second year of the designated uniform replacement cycle shall receive uniform allowances to cover the purchase of four (4) Class B uniforms.

Newly hired employees that are hired during the last year of the designated

uniform replacement cycle shall receive uniform allowances to cover the purchase of three (3) Class B uniforms.

Additionally, each eligible employee shall receive the sum of \$350 for the maintenance of District uniforms in January of each year and the District shall provide each affected employee on an annual basis with five (5) District designated t-shirts. New employees will be eligible for uniform allowance at the time of hire.

The District shall provide boots on an as-needed basis as verified by the employee's direct supervisor.

All boots must be from the Uniform & Safety Equipment Committee's approved boot list , meet NFPA standards, and are approved by the Fire Chief or designee.

Each employee shall be individually responsible for the purchase and maintenance of items required in order to meet established uniform standards throughout the year.

CalPERS Reporting

The District will report to CalPERS for classic members the \$350 for uniform maintenance, the District's costs of providing each uniformed employee with five (5) District designated t-shirts in an amount not to exceed \$50 per calendar year, and the maximum amount of Class B uniform allowances provided to each employee. The District will report these uniform allowances and costs as earned to CalPERS.

The District will also report to CalPERS for classic members the District's cost of providing each uniformed employee's initial Class A uniform in their first year of employment, in an amount not to exceed \$1,550.00 per calendar year, excluding the monetary value for any personal health and safety equipment and to account for potential necessary replacement of the uniform's components. A breakdown of the current monetary values of the Class A uniform's components is provided as follows:

CLASS A

Uniform Component	Value
Jacket - Standard to Larger Size	\$269.95 - \$289.95
Pants Standard to 44 & Up	\$89.95-\$99.95
Shirt	\$49.95
Bell Cap	\$123.00
Belt	\$21.95
Tie	\$7.00
Tie Bar	\$4.25
Flag Patch	\$3.50
Oxford Shoes	\$64.95
Alterations	\$75.00
Garment Bag	\$15.00
Maximum Total	\$754.50

The District will report the monetary values of the Class A uniforms as earned to CalPERS.

These CalPERS reporting provisions do not apply to new members as defined by the Public Employees' Pension Reform Act (Government Code section 7522, et seq.), and the value of uniforms and uniform and maintenance allowances provided by the District shall only be reported to CalPERS as special compensation for classic members. (2 C.C.R. section 571.)

Section 2. Clothing Allowance for Non-Uniformed Employees

Non-uniformed employees shall receive a clothing allowance of one hundred fifty dollars (\$150) per employee, per calendar year for clothing with the District logo.

The clothing must be in accordance with the current District dress policy. The policy has been attached, as reference, to this Agreement.

New employees will be eligible for this allowance at time of hire. Each employee shall be individually responsible for the purchase and maintenance of District clothing throughout the year.

Additionally, the District shall provide one uniform per calendar year consisting of pants and a polo shirt for Auxiliary Workers and Facilities & Fleet Coordinators. The District shall report to CalPERS for classic members the District's cost of providing Auxiliary Workers and Facilities & Fleet Coordinators with uniforms in an amount not to exceed \$350, excluding the monetary value for any personal health and safety equipment.

Article 20. Tuition Reimbursement

Employees may receive reimbursement for out-of-pocket expenses for courses completed in the pursuit of job-related education. The Fire Chief or designee must approve all courses in advance in order for the employee to be eligible for the reimbursement. The Fire Chief or designee has sole discretion to determine whether the employee is eligible to receive the reimbursement. The determination by the Fire Chief or designee shall not be subject to Article 34, Grievance Procedure or any appeal.

If an employee voluntarily separates from employment with the District within two (2) years of receiving such reimbursement he/she is required to pay back the full amount of the reimbursement received within those two (2) years. This does not apply to employees that have separated from District employment for reasons of injury or retirement.

Acceptable courses include any (1) provided by an accredited University or Community College, or (2) fire related classes leading to State Fire Marshal Certification, or (3) job-related formal training. Courses must be pre-approved to qualify for reimbursement. Direct expenses include tuition, books, parking, lab and other appropriate class required materials/fees.

Expenses will be reimbursed at the end of the fiscal year upon successful completion of a pre-approved course with the grade of "C" or better, or "pass" in pass/fail classes, and submission of receipts supporting the expenses.

Reimbursable expenses do not include mileage, gasoline, shift coverage or any form of hourly pay. Receipts must be submitted for the same fiscal year in which the course was completed.

Employees will be reimbursed up to two thousand five hundred dollars (\$2,500) per fiscal year for approved courses taken and successfully completed.

Article 21. Use of District Vehicles

At the discretion of the Fire Chief or designee, a District vehicle may be driven home under the following circumstances: A unit member in Standby status in accordance with Article 9, and under special circumstances such as the need to travel from home on specific District business (to be authorized on a case-by-case basis).

Article 22. Bilingual Premium

At the discretion of the Fire Chief, an employee may be designated to receive a bilingual premium when, in the opinion of the Fire Chief, the employee's ability to speak, interpret, write and/or read a foreign language is commonly used by the employee in the discharge of his or her duties and is of a benefit to the District in its service to the community. To be considered for a bilingual premium, an employee must submit a request to the Human Resources Department that includes the reasons supporting the request and a recent certification of the employee's fluency in the foreign language from a reputable foreign language skills examiner. The bilingual premium shall be equal to \$100.00 per month and payable to the employee in any month, or partial month, the employee remains designated by the Fire Chief to receive the premium.

Article 23. Salary Rates and Step Advancements

New employees shall be hired at the "A" step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through the "E" step with the approval of the Fire Chief or designee. Except for promotions, all step advancements shall be based upon one (1) step increments in the base salary range. Within the base salary range, all step advancements will be made on the first of each pay period.

Approval for advancement shall be based on satisfactory work performance and completion of required length of service in the classification and upon the appointing authority recommendation. Advancement to the next step shall be contingent upon the completion of twenty-six (26) pay periods of satisfactory work performance in the hired or current step.

The time required for step advancement shall be extended by any time spent on leave without pay, which exceeds forty (40) hours in any pay period. The Fire Chief or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any salary inequity.

Article 24. Merit Advancements

It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) calendar days prior to the

employee's step advance benefit date for all employees in this unit who are below the top step of their salary range. If such employee is evaluated as "Meets Expectations" or better, the employee will be granted the step advancement effective on the employee's salary benefit date.

The employee's immediate supervisor shall notify the employee of inadequate work performance no less than thirty (30) calendar days prior to denial of any step advancement and shall develop a work improvement plan.

If no work performance evaluation is filed, or if an employee received an overall "Below Standards" evaluation, the employee's step advance may not be granted on the date due.

In cases where no work performance evaluation is filed, an employee should contact the supervisor who must then complete and file the work performance evaluation within fourteen (14) calendar days. If the employee is rated as "Meets Expectations" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date provided the delayed rating is the responsibility of the supervisor. Appeals of the evaluation content may be made in accordance with the Personnel Rules. A denied step advancement can be granted following any sequence of a twenty-eight (28) calendar day review period of the employee's performance.

Article 25. Probationary Period

The probationary period for newly hired or promoted employees in positions in this unit shall be twenty-six (26) pay periods, and will be administered in accordance with the District Personnel Rules.

Article 26. Physical Fitness

The parties agree that the physical, medical and mental fitness of fire service personnel are requirements to perform the duties of the job and instill public confidence in the fire service function.

The parties agree that such personnel require special treatment and consideration for the stress and physical demand expectations of the District and the public.

Recognizing these important factors, the parties agree that during the term of this Agreement the District may require physical ability and psychological assessments of such personnel provided the District pays and provides time off without loss of pay for such assessments. Medical results shall be released to and retained by the District.

Further, the District agrees to make available an annual wellness exam in keeping with the exam provided to Chino Valley Professional Firefighter (CVPF) employees. This exam will be at the employee's option and must be scheduled with the approved medical provider in the employee's birthday month.

Article 27. Standard Tour of Duty

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before

midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

The Fire Chief or designee shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Fire Chief or designee may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service.

When the Fire Chief or designee finds it necessary to make such modifications or changes, he/she shall notify the affected employee(s) indicating the proposed change prior to its implementation.

When such modification or change would affect the standard tour of duty of a significant number of employees in one or more divisions, and when Teamsters, Local 1932 requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees.

- (A) Any employee who does not report to work at the start of their work shift and does not provide advance notice of his/her absence may not be compensated until they report for duty or receive authorization for their absence.

Article 28. Meal Periods

Meal periods are non-paid and non-working time and shall not be less than one-half hour or greater than one (1) hour. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, the Fire Chief or designee shall allow employees a maximum of twenty minutes per shift to eat a meal, which shall be considered work time.

Article 29. Rest Periods

Employees shall be entitled to rest periods in accordance with the schedule below. Rest periods shall be scheduled in accordance with the requirements of the District, but in no instance shall rest periods be scheduled within one hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

<u>Regularly Scheduled Tour of Duty</u>	<u>Number and Limit of Rest Periods</u>
After 6 hours and through 8 hours	Two (2) 15-minute rest periods
After 8 hours and through 10 hours	Two (2) 20-minute rest periods

Article 30. Reemployment

A regular employee who has separated from District employment and is subsequently rehired in the same classification in a regular position within a 180 calendar day period, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with Article 17, Leave Provisions), and the Retirement Plan contribution rate (provided the employee complies with the requirements established by the CalPERS Board) subject to the approval and conditions established by the

appointing authority. The employee shall suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the appointing authority.

A regular employee who has separated from District employment and who is subsequently rehired to a regular position in the same job family within a 180 calendar day period, may receive restoration of vacation accrual rate, sick leave accrual rate and retirement contribution rate in the same manner as described above. Such employees shall also suffer loss of seniority and be required to serve a new probationary period, unless such requirements are waived by the appointing authority.

Article 31. Promotion

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive the entrance rate of the new range or approximately five percent (5%) salary increase whichever is greater; provided, however, that no employee is thereby advanced in step or advanced above the "E" (or final) step of the higher base salary range. All promoted employees shall be required to serve a twenty-six (26) pay period probationary period unless waived by the Fire Chief or designee in accordance with the Personnel Rules.

Article 32. Demotion

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons may be retained at the same salary rate, provided that the salary rate does not exceed the "E" step of the salary range of the demoted class, except that such an employee may be placed on a "Y" step in accordance with the provisions of Article 32, Downgradings, with the approval of the Fire Chief or designee.

Article 33. Downgradings

When a position is downgraded because of decreased responsibility or difficulty, the Fire Chief or designee may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on a "Y" step, provided that the employee shall receive no future salary increase until the rate of the position held exceeds the "Y" step.

Article 34. Upgradings

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by Article 30, Promotion.

Article 35. Dual Appointment

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Fire Chief or designee to facilitate training, to make assignments to a position, which is vacant due to an extended leave of absence, or in an emergency. The most recently hired employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled.

Article 36. Fire District Task Force

The parties agree that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the District and Teamsters, Local 1932. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To this end, the parties agree that a Fire District Task Force comprised of management and employees shall perform the following tasks:

- (A) Review and provide input on proposed District policies and procedures; and,
- (B) Develop, review and prioritize work simplification project proposals; and,
- (C) Develop and review solutions to specific program problems.

The composition of the Task Force shall include up to three (3) management representatives, designated by the Fire Chief or designee, and no more than three (3) employees, designated by Teamsters, Local 1932. The Task Force shall be chaired by the Fire Chief or designee. Meetings will be held as often as necessary to discharge the functions of the Task Force. The Task Force will establish reasonable timeframes for the accomplishment of its charges. Recommendations of the Task Force will be arrived at by consensus and shall be submitted in writing to the Fire Chief or designee for final action and shall be subject to review and approval by the Fire Chief or designee.

Article 37. Teamsters, Local 1932 Activities

The District shall provide for reasonable release time for Teamsters, Local 1932 Employee Representatives to attend union-related meetings and training, on District time, with prior approval from the employee's supervisor.

- This release time includes up to two (2) employees released once a month for three (3) hours each to attend the Local Unions Steward meetings
- One (1) day per month release for one (1) employee if elected to the Locals Executive Board
- Steward training when scheduled

Section 1. New Employee Orientation

The District will provide 10-days advanced notice to Teamsters of the date on which the District will hold a new employee orientation for positions represented by Teamsters, unless a shorter notice is necessitated by an urgent need to onboard an

employee. Upon request of Teamsters, a designated Teamsters business representative will be permitted a reasonable period of time, without loss of compensation, to speak with the new employee regarding Teamsters representation during, or immediately following, the orientation process. At Teamsters' option, such communications between the Teamsters business representative and the new employee, may be done outside the presence of District management.

Section 2. Teamsters Employee Directory Information

The District shall provide Teamsters with the name, job title, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home address of any newly hired Teamsters represented employee within 30 days of the date of hire or by the first pay period of the month following hire. Upon request of Teamsters, the District will provide Teamsters with a list of the aforementioned information for all employees in the bargaining unit. The disclosure of employee directory information shall be subject to Government Code section 6254.3, and in a manner consistent with Government Code section 6207, for a participant in the address confidentiality program established pursuant to Government Code section 6205, et. seq.

Article 38. Payroll Deductions

It is agreed that Teamsters, Local 1932 membership dues and insurance premiums for plans sponsored by Teamsters, Local 1932 shall be deducted by the District from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to Teamsters, Local 1932 within thirty (30) days after the conclusion of the month, in which said membership dues and insurance premiums were deducted.

The District shall not be liable to Teamsters, Local 1932, employees or any party by reason of the requirements of the Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned, less the service fee. Teamsters, Local 1932 shall hold the District harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the District under this Article.

Article 39. Drug and Alcohol Testing

A comprehensive drug and alcohol testing policy shall be in effect and as defined in Attachment B of this Memorandum of Understanding.

Article 40. Grievance Procedure

Section 1. Purpose

The District and Teamsters, Local 1932 recognize the importance of a viable means of resolving disputes, which may arise between District employees, supervisors and management. This procedure is intended to establish a systematic means for processing a grievance and for obtaining answers for decisions regarding employee complaints. The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on the employee's standing with immediate supervisors or loyalty as a District employee.

Section 2. Definition of a Grievance

A grievance is a disagreement between District management and an employee, group of employees or Teamsters, Local 1932 concerning the interpretation, application or violation of a specific Article(s) of this Memorandum of Understanding.

Section 3. Exclusions

All matters are excluded from this procedure which deal with Article 2, District Management Rights; Federal or State statutes, rules or regulations; District Personnel Rules; or which are preempted by law.

Section 4. Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 5. Representation

Aggrieved employee(s) may represent themselves or may be represented by Teamsters, Local 1932. This representation may commence at any step in the grievance procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time. Representatives from the District, including legal counsel, may also be present.

Section 6. Time Limitations

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this grievance procedure the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

Section 7. Steps in the Grievance Procedure

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within twenty-one (21) calendar days after the employee is aware of the conditions precipitating the grievance.

(A) Informal Grievance Disposition:

Initially, the employee having a grievance shall personally discuss the complaint with the immediate supervisor informally. Within four (4) calendar days, the supervisor shall give the decision to the employee orally. If the supervisor fails to reply within this period or issues a decision which is unsatisfactory to the employee, the employee within seven (7) calendar days, shall then discuss the grievance with the Fire Chief. Within four (4) calendar days, the Fire Chief shall give the decision to the employee orally. If the Fire Chief fails to reply within this period or issues a decision, which is unsatisfactory to the employee, the employee may proceed to the formal grievance procedure.

(B) Formal Grievance Procedure:

Step 1. Within fourteen (14) calendar days after the Fire Chief's response, the employee or employee representative shall present the grievance in writing to the employee's immediate supervisor. The grievance must be signed and stipulate names, times, places, the nature of the grievance, applicable MOU Articles and the specific remedy sought. If the supervisor fails to respond in writing within four (4) calendar days, or if the supervisor issues a response that is unsatisfactory to the employee, the employee may proceed with the grievance to the next step.

Step 2. Within seven (7) calendar days after the supervisor's response, the employee may submit the grievance to the Fire Chief. Within seven (7) calendar days after receipt of the grievance, the Fire Chief will call for a conference to allow for full discussion of the grievance with the parties involved and their representatives. Within fourteen (14) calendar days of the meeting, the Fire Chief must give a decision. If the employee is not satisfied with the decision of the Fire Chief, the employee may proceed to the next step.

Step 3. If the employee does not agree with the Fire Chief's resolution to the grievance, he or she may request a formal hearing of the matter before a Hearing Officer. Such request must be submitted in writing within seven (7) calendar days of receipt of the Fire Chief's decision. A Hearing Officer will be selected by mutual agreement to hear the grievance.

If unable to agree on a Hearing Officer after 10 days of such request by either party then a list of five (5) Hearing Officers will be requested from State Mediation and Conciliation Services and the following process shall be followed.

The parties shall alternatively strike names until one remains. Said individual shall be the Hearing Officer. The order of striking shall be determined by agreement or lot. The cost of the Hearing Officer shall be equally divided by the parties. The hearing shall be conducted pursuant to Section 8 of this procedure.

Section 8. Grievance Hearing

The following guidelines shall be adhered to at all grievance hearings conducted by the Hearing Officer:

- (A)** Hearings will be conducted within thirty (30) calendar days after the appointment of said Hearing Officer, unless the parties agree to a date beyond the thirty (30) day period.
- (B)** The Hearing Officer shall require all witnesses to testify under oath or affirmation. The oath shall read:

"Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be the truth, the whole truth, and nothing but the truth, so help you God."

- (C) A hearing date will be scheduled by the Fire Chief in consultation with the Hearing Officer, the grievant, and if appropriate, the employee representative. Written notice stipulating the time and the place of the hearings will be provided to all parties.
- (D) Grievant will appear before the Hearing Officer to present his or her individual grievance. If the grievant does not appear, the Hearing Officer will make a decision based on the information available at the time of the hearing.
- (E) Each party to the grievance shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut the evidence. If the grievant does not testify on his/her own behalf, he/ she may be called and examined as if under cross-examination.

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are commonly recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

- (F) Decisions of the Hearing Officer shall be binding on all parties unless there is a financial impact on the District, in which case the decisions shall be subject to approval of the Board of Directors. Written decisions of the Hearing Officer shall be submitted to the Fire Chief, the grievant, and, if appropriate, the employee's representative, within thirty (30) calendar days after the close of the hearing.

Article 41. Full Understanding, Modification, Waiver and Reopener

The parties acknowledge that during the negotiations, which resulted in this Memorandum of Understanding, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this Memorandum of Understanding and constitute the complete and total contract between the District and Teamsters, Local 1932 with respect to wages, hours and other terms and conditions of employment.

Any prior or existing Memorandum of Understanding between the parties regarding any matters within the scope of representation are hereby superseded and terminated in their entirety. Therefore, the District and Teamsters, Local 1932, for the life of this Memorandum of Understanding, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Memorandum of Understanding, unless otherwise provided for in this Agreement.

Article 42. Provisions of Law

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations.

If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State or District enactments, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any substantive part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action that would invalidate Articles of this Memorandum of Understanding.

Article 43. Assignability

This Agreement shall be binding upon the successors and assignees of the parties hereto. The parties hereto shall have the right to assign this Agreement provided, however, the District may not assign this Agreement except to a governmental entity with fire protection powers and Teamsters, Local 1932 may only assign to a recognized employee organization under the employee relations ordinance of the District governed by the Board of Directors. If either party desires to assign this Agreement, said party shall notify the other party of its decision thirty (30) days prior to such action.

Article 44. Term

Unless otherwise provided for in this Memorandum of Understanding, the terms and conditions of employment herein shall be effective July 1, 2021, and shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 30, 2024. If a successor MOU has not been reached by 12:00 a.m. (midnight) on June 30, 2024, the terms and conditions of the current MOU will be extended until a successor MOU is adopted, whichever occurs sooner.

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations, as well as any written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

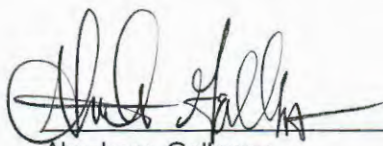
Article 45. Approval by District Board of Directors

This Memorandum of Understanding is subject to approval by the District Board of Directors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve and enforce this Memorandum of Understanding in its entirety.

Following approval of this Memorandum of Understanding by the Board of Directors, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

Representatives of
Teamsters, Local
1932:

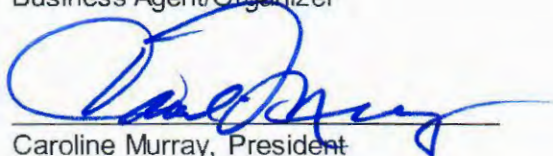
Chino Valley Independent Fire District:



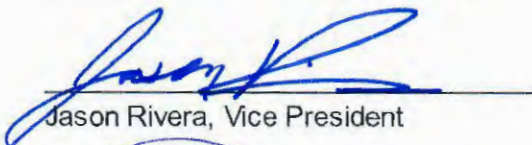
Abraham Gallegos
Business Agent/Organizer



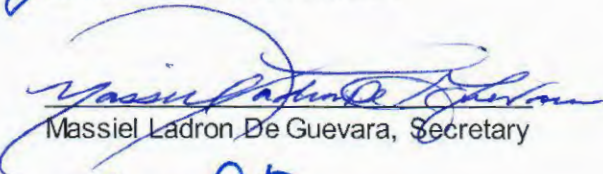
Sarah Ramos-Evinger
President, Board of Directors



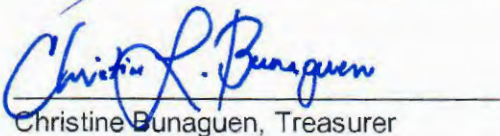
Caroline Murray, President



Jason Rivera, Vice President



Massiel Ladron De Guevara, Secretary



Christine Bunaguen, Treasurer

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ATTACHMENT A

Teamsters, Local 1932 Salary Schedule Effective the Pay Period Including July 1, 2021

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Accounting Technician	Hourly	\$30.92	\$32.47	\$34.09	\$35.79	\$37.58
	Monthly	\$5,359.47	\$5,628.13	\$5,908.93	\$6,203.60	\$6,513.87
Administrative Secretary	Hourly	\$31.12	\$32.68	\$34.31	\$36.03	\$37.83
	Monthly	\$5,394.13	\$5,664.53	\$5,947.07	\$6,245.20	\$6,557.20
Auxiliary Worker	Hourly	\$19.52	\$20.50	\$21.53	\$22.61	\$23.74
	Monthly	\$3,383.47	\$3,553.33	\$3,731.87	\$3,919.07	\$4,114.93
Deputy Fire Marshal	Hourly	\$47.84	\$50.23	\$52.74	\$55.38	\$58.15
	Monthly	\$8,292.27	\$8,706.53	\$9,141.60	\$9,599.20	\$10,079.33
Facilities & Fleet Coordinator	Hourly	\$42.16	\$44.27	\$46.48	\$48.80	\$51.24
	Monthly	\$7,307.73	\$7,673.47	\$8,056.53	\$8,458.67	\$8,881.60
Fire Inspector	Hourly	\$37.92	\$39.82	\$41.81	\$43.90	\$46.10
	Monthly	\$6,572.80	\$6,902.13	\$7,247.07	\$7,609.33	\$7,990.67
Information Technology Specialist	Hourly	\$29.59	\$31.07	\$32.62	\$34.25	\$35.96
	Monthly	\$5,128.93	\$5,385.47	\$5,654.13	\$5,936.67	\$6,233.07
Office Technician	Hourly	\$23.85	\$25.04	\$26.29	\$27.60	\$28.98
	Monthly	\$4,134.00	\$4,340.27	\$4,556.93	\$4,784.00	\$5,023.20
Permit Technician	Hourly	\$29.73	\$31.22	\$32.78	\$34.42	\$36.14
	Monthly	\$5,153.20	\$5,411.47	\$5,681.87	\$5,966.13	\$6,264.27
Public Information Officer	Hourly	\$46.01	\$48.31	\$50.73	\$53.27	\$55.93
	Monthly	\$7,975.07	\$8,373.73	\$8,793.20	\$9,233.47	\$9,694.53

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Drug And Alcohol Policy

**Chino Valley Independent
Fire District**

And

Teamsters Local 1932

Adopted January 26, 2004

DRUG AND ALCOHOL POLICY

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**CHINO VALLEY INDEPENDENT FIRE DISTRICT
AND
TEAMSTERS, LOCAL 1932 NON-SAFETY UNIT**

DRUG AND ALCOHOL POLICY

Article I.

1.1 Purpose

It is the purpose of this policy to maintain a drug and alcohol free work environment, to eliminate substance abuse and its effects in the workplace and to ensure that all employees are able to perform their duties safely and efficiently in the interests of the public, the District, their fellow employees and their own interests as well.

1.2 Policy

The Teamsters Local 1932, Non-Safety Unit (hereinafter referred to as "Teamsters, Local 1932") and the Chino Valley Independent Fire District (hereinafter referred to as "the District") recognize that drug and alcohol use in the workplace is a serious problem which can jeopardize employee safety, morale and productivity, and/or service to public. The parties further recognized the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in or effecting the workplace. The District and the Teamsters, Local 1932 recognize that employees have a right to reasonable personal privacy and confidentiality. The goals of this policy are to prevent drug and alcohol use and impairment on and related to the job and, where appropriate, to encourage voluntary treatment and rehabilitation of those employees who acknowledge having a drug or alcohol problem that affects their ability to fulfill their employment duties. The District is supportive of those who seek help voluntarily and may authorize the use of earned sick leave, vacation or leave of absence in connection with the seeking of treatment. The District will be equally committed in identifying and disciplining those who continue to be substance abusers.

1.3 Notice and Education

All bargaining unit employees shall be provided with a copy of this agreement. Newly hired employees represented by Teamsters, Local 1932 shall be given a copy of this agreement upon hire. Supervisors shall be familiar with the provisions of the agreement and shall be available to respond to questions. The District shall periodically disseminate educational materials regarding drug and alcohol use and abuse to all management as well as represented employees.

Management personnel shall be trained, with periodic updating, as necessary, to correctly identify symptoms of being under the influence of drugs and alcohol. Training shall include observation, documentation and reporting procedures and methods to identify workplace substance abuse. Any management who has not received appropriate training shall be deemed incapable of having “reasonable suspicion” under this agreement.

1.4 Application

This policy agreement applies to all employees holding positions in classifications represented by Teamsters, Local 1932 and pertains to any substance, including alcohol, which, in the opinion of a competent medical professional, causes impairment to job performance or which causes behavior that is a threat to the safety of the affected employee or others on the job, whether or not said substance is controlled by law or prescribed by a licensed medical practitioner. All testing pursuant to this agreement will be based solely upon “reasonable suspicion” or as outlined in this policy.

1.5 Condition of Employment

Compliance with the District’s policy and testing program is a condition of employment. Any violation of this policy and/or testing program shall be grounds for discipline, up to and including termination.

1.6 Definitions

Whenever the terms below are used in this Policy, they shall be defined as follows:

- 1) All Employees: “All Employees” for the purposes of this Policy refers to all full-time and part-time employees, volunteers, or reserve firefighters.
- 2) District Management: The term “District Management” for the purposes of this Policy refers to the Fire Chief or his/her designee(s).
- 3) Management: The term “Management” for purposes of this Policy refers to the Fire Chief or designee, Deputy Chiefs, Battalion Chiefs, Human Resources Manager and Finance Manager.
- 4) Controlled Substance: Drugs that are classified by NIDA.
- 5) Drug: The term “drug” shall refer to any substance, including alcohol, which, in the opinion of a competent medical professional, causes impairment of job performance or which causes behavior that is a threat to the safety of the affected employee or others on the job, whether or not controlled by law or prescribed by a licensed medical practitioner.

- 6) Employee Assistance Program (EAP): The District' EAP is a program which provides counseling and assistance to District employees and their family members.
- 7) Medical Review Officer ("MRO"): The District and Teamsters, Local 1932 will mutually designate a physician knowledgeable in the medical use of drugs as defined herein, prescription drugs and the pharmacology and toxicology of illegal drugs to act as the MRO. The primary responsibility of the MRO is to review and interpret positive, invalid, adulterated and substituted test results obtained through the District's drug testing program, and, in so doing, to discuss the results with the employee and to determine whether alternate medical explanations could account for a positive, invalid, adulterated or substituted test result. Said discussion shall occur prior to reporting any positive results to staff. The MRO shall not be employed by the testing lab.
- 8) Optional Referral: "Optional referral" is a process whereby in lieu of and/or in conjunction with discipline, any employee of the District may be offered referral by his or her Supervisor or Manager to an Employee Assistance Program ("EAP").
- 9) Positive Alcohol Test: Any breath or urine test that shows the presence of alcohol as specified in this policy.
- 10) Positive Drug Test: Any urine that is chemically tested and shows the presence of the metabolite of the controlled substance at levels above the industry standard cutoff, as specified in this policy.
- 11) Reasonable Suspicion: "Reasonable suspicion" or "reasonable cause" is a belief based upon facts gathered from the totality of the circumstances that would cause a reasonable manager to suspect impaired performance or reduced job safety by an employee on the job. Reasonable suspicion is not to be based upon unconfirmed rumors, but shall be based upon individual observation by an individual of managerial rank trained by the District to recognize the symptoms of substance abuse. The Manager is required to take into account other possible explanations for observed behavior, such as illness, lack of sleep, fatigue, and reactions to noxious fumes or smoke. The facts supporting the reasonable suspicion shall be documented and recorded in a manner provided in Attachment I. In determining if reasonable suspicion exists, the manager shall consider factors such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to nauseous fumes or smoke, etc., which may explain the behavior of the employee. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute the reasonable suspicion required by this Policy. The subject employee shall, where possible, be interviewed prior to a reasonable suspicion determination being made. The employee shall

have the right to Teamsters, Local 1932 representation during such interview unless acquiring such representation would delay the interview and possible test for an unreasonable period of time. An unreasonable delay is one which may impact the validity of any test results. The suspected employee shall have the right to Teamsters, Local 1932 representation during such interview, if requested, and the employee shall be advised of that right by the Fire Chief or designee prior to any such interview. The employee and, if applicable, the Teamsters, Local 1932 representation shall upon request be given copies of all available documentation of reasonable suspicion and have reasonable time to review these documents before the interview commences. During the interview, the Fire Chief or designee shall give the employee the opportunity to explain his or her condition, and the Fire Chief or designee shall keep a record of the interview.

A non-inclusive description of behavior that may constitute evidence of reasonable suspicion is as follows:

- Slurred speech;
- Physical altercation;
- Verbal altercation;
- On-duty possession of alcohol or drugs;

Information obtained from a reliable person with personal knowledge as to an employee's drug or alcohol use or possession;

Disorientation or job impairment (inability to perform employee's job in a routine manner);

Any bargaining unit member arrested and/or convicted for driving any type of vehicle under the influence of alcohol or drugs;

Any bargaining unit member arrested and/or convicted of an alcohol or drug-related criminal charge;

- Odor of alcohol on breath;
- Unsteady gait or balance
- Glassy eyes;
- Drowsiness;
- Euphoria;
- Mood swings;
- Inattentiveness;
- Confusion;
- Aggressiveness.

- 12) Rehabilitation Program: A "rehabilitation program" is a program, beyond that provided by the EAP, which is designed to assist an employee to become alcohol or drug free. The District can condition such an employee's continuing employment upon an agreement that the employee

shall be drug and alcohol free during the entire period of employment. The cost of any rehabilitation program is borne by the employee in conjunction with benefits afforded by any provider of available health and welfare benefits of which the employee is a subscriber.

- 13) Safety Sensitive Employee: A “safety sensitive employee” is an employee occupying, or applying for, any position in which the employee’s performance of his or her duties may affect the public safety. These positions shall be designated by the District at its sole discretion.
- 14) Under the Influence: “Under the influence” for the purposes of this policy refers to the presence of the metabolite of the controlled substance in the urine product at levels above the cutoff described in this policy.
- 15) Substance Abuse: “Substance abuse” shall include the use, by ingestion, inhalation, injection, or by any other means, drugs as defined herein, alcohol, illegal drugs, prescription drugs, or any other substance which, in the opinion of a competent medical professional, impairs or may impair an employee’s ability to perform safely and effectively the functions of his or her position, which increases the potential for accidents, absenteeism, substandard performance, or which could damage the District’s reputation.
- 16) Invalid Drug Test: “Invalid drug test” is the result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
- 17) Substituted Specimen: “Substituted specimen” is a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
- 18) Adulterated Specimen: “Adulterated specimen” is a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

1.7 General Provisions (Employee Responsibilities)

Since it is the District’s policy to have a workplace free of the effects of drugs and alcohol, the following are prohibited when reporting for work, on breaks, during meal periods, when specifically designated as being on call (except as otherwise described herein) or when at District work sites:

- 1) For an employee to be impaired or to be under the influence of any drug or drugs (including alcohol), while at the work place or at any other time or place where the employee is purporting to act in the course and scope of

his/her employment, whether inhaled, ingested, injected, or otherwise used by the employee on or off duty;

- 2) For an employee to inhale, ingest, inject or otherwise use any alcohol or drugs as defined herein. An employee shall be deemed to be “under the influence” of such substances if the prohibited substance is present in the employee’s urine at levels above the industry’s cutoff standards described herein when at the workplace, or when otherwise purporting to act in the course and scope of employment or while designated as being on call;
- 3) For an employee to sell, give, or provide any drugs or drug paraphernalia to any person, including any other employee, either directly or indirectly through a third party;
- 4) For an employee while at the workplace or otherwise purporting to act in the course and scope of employment, to manufacture, transfer, possess, or purchase any drug or drugs, or drug paraphernalia;
- 5) For an employee to refuse to submit immediately to an alcohol and drug test when ordered to do so by a Manager;
- 6) For an employee to fail to provide within 48 hours of request, a bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee’s name;
- 7) For an employee to fail to notify the District of any arrest or conviction pursuant to a criminal drug statute (including alcohol) immediately after the incident or at the earliest practicable time thereafter, but no later than within five calendar days after the arrest or conviction. Such a statute is defined as one where use of alcohol and/or a controlled substance is an element of the crime.

1.8 Drug Testing

Drug Testing Defined: Drug and/or alcohol tests shall test for substances which may impair an employee’s ability to effectively and safely perform the functions of his/her job. Drug groups which are the focus of screening include, but are not limited to, the following:

- | | |
|--------------------------------------|------------------------|
| Amphetamine/methamphetamine; | Phencyclidine (PCP); |
| Barbiturates; | Propoxyphene (Darvon); |
| Benzodiazepines (Valium); | Marijuana; |
| Cocaine; | Steroids; |
| Methadone; | Alcohol. |
| Opiates (morphine, codeine, heroin); | |

Upon implementation of this Policy, employees and applicants for employment will be required to submit to the following drug tests as applicable:

- 1) Management employees may order that an employee submit to a drug and/or alcohol test when they have a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. A reasonable suspicion drug and/or alcohol test shall be administered within two hours of the observations upon which the reasonable suspicion determination is based. If not, the employer must provide written documentation as to why the test was not promptly conducted. Mass random testing, and testing which is not performed pursuant to the specific procedures described herein, is prohibited by the Memorandum of Understanding. The exception to this is that random testing is allowed for newly hired probationary employees and for individuals in specific circumstances outlined in this policy.

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably trained and prudent Management employee to suspect that an employee is under the influence of drugs or alcohol such that the employee’s ability to perform the functions of the job is or may be impaired or such that the employee’s ability to perform his/her job safely is or may be reduced. Suspicion is not reasonable, and thus, not a basis for testing, if it is based solely on the observations and reports of third parties or upon violation of a safety rule or other unsafe work incident. However, such suspicion may be a basis for further investigation, or for action to protect the safety of the public such as ordering the employee to stop work. Two (2) trained management employees (one of which must be the Back-up Duty Chief or Fire Chief) must have reasonable suspicion that an employee is under the influence of drugs or alcohol.

- 2) In addition, Management employees may order that an employee submit to a drug and/or alcohol test when the subject employee is performing duties in the course and scope of employment and is the operator of any vehicle, and where the employee's inappropriate performance cannot be discounted as a contributing factor to an accident resulting in injury reasonably requiring treatment by a health care provider or resulting in death.
- 3) Any Management employee ordering an employee to submit to a drug and/or alcohol test must first document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol. Said documentation must be submitted to the highest ranking sworn employee on duty or on call, prior to any test being administered.
- 4) Any Management employee encountering an employee who refuses an order to submit to drug and/or alcohol test shall remind the employee of the requirements and disciplinary consequences of breaching this Policy.

Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the Management employee should attempt to detain the employee other than by use of force, for a reasonable time until the employee can be safely transported home.

- 5) Management employees shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.
- 6) When a bargaining unit employee believes that reasonable suspicion as defined herein is indicative of a management or other non-bargaining unit employee being under the influence or impaired while on duty as defined herein, the bargaining unit employee or employees may report that suspicion to the next level Supervisor (up to and including the Fire Chief or designee) who is then under an obligation to investigate the matter as otherwise provided for herein.
- 7) The test results and other related lab test reports, if any, shall be transmitted directly to the Drug Abuse Program Director and shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Fire Chief or designee/Human Resources Manager. The report or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for diagnosis or treatment of the patient who is unable to authorize disclosure.
- 8) When testing for alcohol is indicated by this policy, the employee may select to give a breath or urine sample.

1.9 Pre-Employment Testing

All applicants for any classification represented by Teamsters, Local 1932 shall be required to submit to the substance testing in accord with the procedures established by this Policy, and shall be disqualified for employment in the case of a positive test.

1.10 Consequences of Refusing to Take Any Test Required by This Policy:

Failure of any employee to submit immediately to a urine or breath test ordered in accordance with this Policy (or other test approved herein) shall be considered an offense of insubordination and shall result in discipline, up to and including termination.

1.11 Continuing Legal Validity of Testing Procedures:

In the event that future developments make it apparent that any approved drug testing procedures are unlawful, the District will cease to implement those procedures as are found to be unlawful.

1.12 Employee Assistance Program

Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for prompt return to the District, and for reduced personal, family and social disruption. The District encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the District has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all benefited District employees.

The District shall make information regarding such services available to all District employees.

Employees with alcohol or drug abuse problems should request the confidential assistance of the EAP. Employees may seek help without the approval or even the knowledge of their Supervisor or Manager. The EAP will provide assistance on a confidential basis and will refer the employee to appropriate counseling or treatment services. Requesting assistance of the EAP in dealing with an alcohol or drug abuse problem shall not, jeopardize the employee's continuing employment status with the District.

Voluntary assistance does not include situations where the substance abuse problem has been discovered by the District. In this situation, requesting assistance through the EAP does not immunize an employee from being subject to disciplinary action.

Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.

1) Voluntary Self-Referral to Employee Assistance Program (EAP):

Assistance through the EAP program will be available on a self-referral basis as follows:

- A) Prior to discovery of any violation of this Policy, any employee who believes that he or she has a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider, or through his or her Supervisor or Manager;

- B) If the EAP provider determines that it is appropriate, the employee may be referred to a rehabilitation program. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program;
- C) Regardless of participation in the EAP program or a rehabilitation program, any employee found to be performing purportedly in the course and scope of employment while impaired by or under the influence of a drug or alcohol, or so impaired or under the influence while specifically designated as being on call and as prohibited by this Policy, shall be subject to discipline, up to and including termination. Employees are therefore encouraged to request to be relieved from duty and be placed on a leave of absence during his or her participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. Leaves utilizing accumulated leave credits will be allowed for the duration of the EAP treatment program. If no leave credits are available to the employee, he or she will be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program;
- D) If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate but possibly related issue. In no case will a request for assistance provide amnesty to an employee in a present or future disciplinary action. A request for assistance may, at the discretion of the District, defer present or future disciplinary action until completion of the treatment process;
- E) An employee will suffer no loss of seniority by virtue of his or her participation in the EAP or rehabilitation program.
- F) Release to Work: Submission of a release to work statement, which is satisfactory to the District, from a medical or treatment specialist. Review and work authorization by the Medical Review Officer is required. Where the employee voluntarily divulges that treatment through the EAP was for the purpose of treating drug or alcohol abuse problems, the employee will be subject to random unannounced substance testing for a period of up to three (3) years.

2) Optional Referral to Employee Assistance Program (EAP):

The District recognizes that assistance through the EAP or rehabilitation, rather than disciplinary action (or possibly in conjunction with some forms of discipline,) may be appropriate in certain circumstances. Referral to the

EAP, rather than discipline or along with lesser forms of discipline than termination, may be made as follows:

- A) The District shall retain final and sole authority to determine whether or not a violation of this Policy shall result in the employee being provided a referral to the EAP in lieu of discipline (or in conjunction with discipline) for completion of a prescribed rehabilitation program. In rendering its determination, the District shall consider the employee's classification, the employee's entire personnel file, the precise nature of the Policy violation, the actual or potential detriment to the District as a result of the violation, and the employee's explanation for the violation. However, the District's determination shall be final and not subject to administrative or judicial review and shall ultimately be dictated by benefit to the District and not to the employee provided the decision is not based upon statutorily prohibited discrimination. The employee may be relieved of safety sensitive functions until completion of the rehabilitation program to the satisfaction of the rehabilitation counselor, return of a negative drug test, and signing of a Re-entry Agreement as discussed further below;
- B) An employee subject to optional referral must agree to undertake and to complete successfully a course of treatment as deemed appropriate by the EAP and/or rehabilitation program counselor. Any employee refusing to agree to comply with an option referral is subject to discipline, up to and including termination;
- C) If an employee subject to a discretionary EAP referral fails to conform to the requirements of the rehabilitation program and/or fails to successfully complete the program and/or fails to remain drug free, the employee may be terminated. As part of the terms of the optional referral, the employee agrees that the EAP provider and/or rehabilitation counselor will report to the District any failure on the part of the employee to cooperate in the rehabilitation program or to progress through the program to the satisfaction of the counselor;
- D) Leaves utilizing accumulated leave credits may be allowed on a case-by-case basis and in a duration as approved by the District. If no leave credits are available to the employee, he or she may, if deemed necessary by the District, be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program;
- E) An employee will not generally be offered referral to the EAP or rehabilitation in lieu of discipline for a second violation of this Policy;

- F) An employee will suffer no loss of seniority by virtue of his or her participation in the EAP or rehabilitation program;
- G) An employee who desires to return to work after an optional referral must agree to the terms of a Re-entry Agreement, the terms of which shall be established by District in its sole discretion. That Agreement may include, but is not limited to, the following:

“In those instances where a positive test result is determined as existing, and where the employee is not terminated, said employee shall be required to submit to unannounced follow-up random testing for a period of up to three (3) years.”

Release to Work: Submission of a release to work statement, which is satisfactory to the District, from a medical or treatment specialist. Review and work authorization by the Medical Review Officer is required.

Follow-Up Care: Submission of an after care and follow-up treatment plan with a counselor or specialist which would last a minimum of six (6) months, or longer, as specified by the counselor specialist.

Negative Drug Test: Submission of a negative urine test taken in accordance with the procedures established by the District for a period of up to three (3) years.

1.13 Additional Testing

In addition to substance testing being authorized in those cases where reasonable suspicion as defined herein exists as a basis for conducting the test, testing shall be undertaken in the following situations unrelated to the finding of reasonable suspicion:

- 1) Probationary employees who are new hires of the District may be randomly tested by the District not to exceed four (4) times during the probationary period;
- 2) Any bargaining unit member convicted for driving any type of vehicle under the influence of alcohol or drugs, shall be subject to random testing for a period of twelve (12) months following the date of the conviction;
- 3) Any employee convicted of an alcohol or drug related criminal charge, shall be subject to random testing for a period of twelve (12) months following the date of the conviction.

1.14 Privacy

The actual collection process shall be as discrete as possible and shall respect the dignity of the test subject.

1.15 Test Methodology

The testing methodology to be used for both “reasonable suspicion” and random testing shall be the same as described herein and will be based on a laboratory examination of a urine specimen.

Specimen collection and laboratory examination are described in Section IV, Specimen Collection and Section V, Laboratory Analysis.

Laboratory analyses of urine specimens shall be restricted to those tests authorized by this policy to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS or cancer therapy).

1.16 Implementation

The drug testing program shall be implemented on July 1, 1996, or as soon thereafter as this agreement is adopted by the District Board of Directors.

ARTICLE II. PROGRAM ORGANIZATION

2.1 Assignment

Responsibility for the day-to-day coordination of the Department’s Substance Testing Program shall be assigned to Operations. This responsibility will include on-site specimen collection, delivery of specimens to the laboratory and the maintenance of such administrative and statistical records as may be needed.

2.2 Drug Abuse Program Director

The Deputy Chief of Operations, or his designee temporarily acting in his behalf, is designated as the District’s Drug Abuse Program Director. The Deputy Chief shall have overall responsibility for all pre-employment and employee drug testing activities. It shall be the Deputy Chief of Operations responsibility to direct the course and scope of such employee substance abuse awareness programs as may be in operation. The Deputy Chief of Operations is the position designated as the District Manager who shall be the contact point with the Medical Review Officer regarding his evaluation of any positive test results.

2.3 Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with the employee's medical history and any other relevant biomedical information.

2.4 Sample Collectors

Sample collectors are authorized to command any employee to furnish a urine specimen as provided for herein.

ARTICLE III. POSITIVE TEST RESULTS

3.1 Preliminary Determination

The Laboratory shall notify the Medical Review Officer (MRO) whenever it confirms a positive, invalid, adulterated or substituted test result. The Drug Abuse Program Director will not be notified by the Laboratory of a positive, invalid, adulterated or substituted test result.

During the preliminary determination of a positive, invalid, adulterated, or substituted test result the MRO will not give the Drug Abuse Program Director the Laboratory report and declarations. The MRO will give the Drug Abuse Program Director the results after positive test results are confirmed.

3.2 Discipline

District policy forbids any of its members from using any controlled substances, narcotics, or hallucinogens except when prescribed by a physician for an illness or injury. Moreover, District policy forbids all members from willfully violating any Federal statute, State law or local ordinance. Members who violate any rules, regulations or policies of the District shall be subject to disciplinary action up to and including discharge.

3.3 Refusal to Provide Urine Specimen

Members who refuse to be tested when so required will be subject to disciplinary action up to and including discharge. Attempts by a member to alter or substitute any specimen will be deemed grounds for disciplinary action.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than three (3) hours) may constitute a refusal to take a drug test.

ARTICLE IV. SPECIMEN COLLECTION

4.1. Collection Sites

Urine specimen collection may be done at an employee’s work location or the selected collection site. Collection personnel shall contact the appropriate Supervisor present and explain their presence.

4.2 Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow test subjects to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the test subject and the Sample Collector of the same sex. A supervisor shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

4.3 Subject Identification, Advisory Statement and Test Declaration Form

The subject will also be asked to complete a Test Declaration form (Attachment II) in the event of a positive drug and/or alcohol test result. This form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. It is to be placed in a sealed envelope by the subject and given to the MRO. The form will be destroyed if the MRO does not confirm the test results as positive.

4.4 Chain of Custody

Chain of custody shall be as dictated through standard laboratory protocols.

4.5 Collection, Integrity and Identification of Specimen

After a test subject has been properly identified, and briefed about the reason for the test, the mechanics of the collection process shall be explained. The Sample Collector shall require the test subject to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, and weapons/holsters, etc., must remain with the subject’s other outer garments. The subject shall retain control of his/her wallet.

The test subject shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which would be used to adulterate the specimen until after it has been provided.

The Sample Collector shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Sample Collector.

The test subject will be provided two laboratory-approved specimen bottles (samples A and B.) The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Sample Collector.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Sample Collector determines that there is an insufficient amount of urine (less than 50 milliliters total) in each specimen bottle, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Sample Collection. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, and fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Sample Collector shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Sample Collector shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.) Unusual findings should be noted.

In the presence of the Sample Collector, the test subject shall secure lids on the specimen bottles. The Sample Collector shall then seal the lids with evidence tape. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Sample Collector shall report the matter on the Log Sheet. The Sample Collector shall report those observations in writing to the lab, which shall analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is appropriate.

ARTICLE V. LABORATORY ANALYSIS

5.1 Laboratory Management

The laboratory utilized by the District shall perform urine drug testing for the District and shall meet all analytical, quality assurance and quality control standards which are professional accepted by laboratories which perform forensic urine drug testing.

5.2 Initial Screening Test

Current NIDA standards in effect at the time of collection, and as otherwise described in this policy shall be used for the immunoassay screening test which will be used to eliminate “negative” urine samples from further consideration. All samples that initially screen positive shall be stored until confirmation studies by gas chromatograph/mass spectrometry (GS/MS) are complete.

5.3 Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using gas chromatograph/mass spectrometry (GS/MS) quantitative techniques.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels listed below:

<u>Drug</u>	<u>Screening Cutoff</u>	<u>Confirmation Cutoff</u>
1. Amphetamines / methamphetamine	1000 ng/ml	500 ng/ml
2. Barbiturates	200	200
3. Benzodiazepines (Valium tranquilizers)	300	150
4. Cocaine Metabolite	300	150
5. Methadone	300	300
6. Opiates (Morphine, Codeine, Heroin)	2000	2000
7. Phencyclidine (PCP)	25	25
8. Propoxphene (Darvon)	300	200
9. Cannabinoid (THC)	50	15
10. Anabolic Steroids	Ratio of testosterone to epitestosterone is positive if greater than 6:1	
11. Synthetic Steroids	Any presence is positive	
12. Alcohol (urine or breath)	0.04%	0.04%

5.4 Preparation of Laboratory Report - Negative Test Specimens

The Laboratory shall prepare a report, by confidential number, of all specimens screened as negative. The Laboratory report listing negative test specimens is to be transmitted by secure means to the District's Drug Abuse Program Director.

5.5 Preparation of Laboratory Reports - Positive Test Specimens

In the event that a specimen is found to be positive by the GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy shall be sent to the Medical Review Officer.

The Laboratory report shall contain the following information:

1. Employee name and identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.
5. The screening analyst's name.
6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
7. The confirmation method.
8. The date confirmed.
9. The confirming analyst's name and signature.
10. The graphs and reports pertaining to the gas chromatograph mass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.
11. The name and signature of the reviewing Laboratory supervisor.
12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of two (2) years by the Laboratory.

ARTICLE VI. REPORTING AND REVIEW OF RESULTS

6.1 Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within five (5) business days from collection of sample.

6.2 Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The Laboratory report will include all materials specified in part V, 5.5, above. The MRO shall review the test subject's Pre-test

declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the subject and a review of all medical records made available by the subject.

6.3 Employee Notification

If the MRO does not find appropriate medical justification for the positive Laboratory findings, he shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the Laboratory report (as described in part V, 5.5, above) and the MRO's written report. The employee also shall be provided with a written notice of his or her right to have the second sample (Sample B) independently tested as described below.

6.4 Retesting

When the MRO has confirmed a positive test result, the employee or his/her representative may request that a GC/MS test of Specimen B be conducted at an independent lab of the employee's choice described in Appendix A. The District shall pay for retesting.

If the test results are positive, an independent Medical Review Officer selected and compensated by the employee or his/her representative will review the findings and interview the employee (at the employee's option). The independent MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee.

If the test results from the independent lab are negative, no further action will be taken.

If the test results from the independent lab are positive, no further independent testing will be allowed.

6.5 Referrals by the Medical Review Officer Not a Bar to Disciplinary Action

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals.

Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the District. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

APPENDIX A

CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostic Laboratory
Van Nuys, California
(818) 989-2520

2. Healthtech
Long Beach, California
(800) 716-7220

ATTACHMENT I

REASONABLE SUSPICION DOCUMENTATION
CHINO VALLEY INDEPENDENT FIRE DISTRICT

COMPLETED BY: _____ DATE: _____

1. EVENTS CAUSING THE INVESTIGATION:

2. INVESTIGATION:

3. SPECIFIC BEHAVIOR AND/OR OBSERVATIONS
CONSTITUTING EVIDENCE OF REASONABLE SUSPICION:

MANAGER SIGNATURE DATE _____

BACK-UP DUTY CHIEF OR FIRE CHIEF SIGNATURE DATE _____

NOTE: TWO SIGNATURES REQUIRED ABOVE.

ATTACHMENT II

DRUG TESTING DECLARATION
CHINO VALLEY INDEPENDENT FIRE DISTRICT

EMPLOYEE NAME _____ TEST LOCATION _____

LIST ANY PRESCRIPTION OR OVER-THE-COUNTER NON-PRESCRIPTION MEDICATIONS YOU ARE NOW TAKING OR HAVE TAKEN DURING THE LAST THIRTY (30) DAYS. SPECIFY THE REASON FOR THE MEDICATION(S), THE AMOUNT LAST TAKEN AND THE DATE. ALSO, INDICATE THE NAME OF THE HEALTH CARE PROVIDER PRESCRIBING ANY MEDICATION(S).

SUBSTANCE	REASON FOR TAKING	AMOUNT TAKEN	DATE LAST TAKEN	PRESCRIBING HEALTH CARE PROVIDER

HAVE YOU INGESTED, INHALED OR ABSORBED ANY CONTROLLED SUBSTANCE WITHIN THE LAST TEN (10) DAYS IN CONNECTION WITH YOUR DUTIES.

() NO
() YES DATE _____ NAME OF SUPERVISOR ADVISED OF INCIDENT _____

INCIDENT NO. _____

I CERTIFY THAT THE ABOVE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE, TRUE AND CORRECT.

SIGNATURE

DATE OF COLLECTION: _____

IF FOLLOW-UP IS NECESSARY, MY PREFERRED DAYTIME TELEPHONE NUMBER FOR CONTACT OR MESSAGE IS: AREA () _____

DISTRIBUTION: ONE COPY TO EMPLOYEE
 ONE COPY TO MRO

ATTACHMENT C

**Chino Valley Fire District
Standard Operating Procedure:**

**Personal Clothing, Grooming and Appearance
Standards**